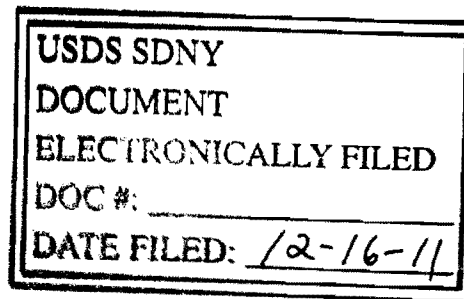


ORIGINAL

PREET BHARARA
 United States Attorney for the
 Southern District of New York
 By: KATHLEEN A. ZEBROWSKI
 Assistant United States Attorney
 86 Chambers Street
 New York, New York 10007
 Telephone No.: (212) 637-2710
 Fax No.: (212) 637-2717
 Kathleen.Zebrowski@usdoj.gov



UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----x

UNITED STATES OF AMERICA, :

Plaintiff, :

- v - : DEFAULT JUDGMENT

KIRSTEN MAGWOOD, : 11 CIV 6571 (PKC)

Defendant. : # _____

-----x

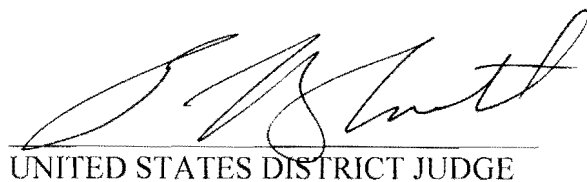
THIS ACTION having been commenced by the filing of a complaint and the issuance of a summons on September 20, 2011; a copy of the summons and complaint having been served upon defendant on November 23, 2011; proof of such service having been filed with the Clerk of the Court on December 9, 2011; defendant not having appeared, answered or made any motion with respect to the complaint; the time for defendant to appear, answer or make any motion with respect to the complaint having expired; the Clerk of this Court having duly entered the annexed certificate of entry of default of defendant; and sufficient proof having been adduced that defendant is not in the military service of the United States and is not an infant or an incompetent person;

NOW, on the motion of Preet Bharara, United States Attorney for the Southern District of New York, attorney for plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff have judgment against defendant in the principal sum \$45,364.88, plus interest in the amount of \$21,686.53, as of December 13, 2011, together with costs and disbursements in the sum of \$400.00, amounting in all to the sum of \$67,451.41, with interest thereafter from the date of judgment as provided by law, and that plaintiff have execution therefor.

Dated: New York, New York

12-16-11



UNITED STATES DISTRICT JUDGE

**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON _____**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
UNITED STATES OF AMERICA, :

Plaintiff, :

- v - :

DECLARATION

KIRSTEN MAGWOOD, : 11 CIV 6571 (PKC)

Defendant. :

-----x

KATHLEEN A. ZEBROWSKI, pursuant to 28 U.S.C. § 1746, declares the following under penalty of perjury:

1. I am an Assistant United States Attorney in the Office of Preet Bharara United States Attorney for the Southern District of New York, attorney for plaintiff United States of America (the "United States"). I am in charge of the prosecution of this case, and I am familiar with the matters set forth herein. The information contained in this declaration was obtained from the records and files of the United States Attorney's Office.

2. I submit this declaration in support of the application of the United States, pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, for the entry of a default judgment by the Court.

3. On September 20, 2011, this action was commenced with the filing of the complaint and the issuance of a summons. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345. The United States seeks recovery from defendant on a series of defaulted federally insured student loans.

4. On November 23, 2011, a copy of the summons and complaint was served upon defendant by affixing a copy to the door of her residence and mailing a copy to her

at her residence. Proof of such service was filed with the Clerk of the Court on December 9, 2011. A copy of the summons and complaint and a copy of the Affidavit of Service are annexed hereto as Exhibit A.

5. Defendant has not appeared, answered or made any motion with respect to the complaint, and the time for defendant to appear, answer make any motion with respect to the complaint has expired. Defendant is therefore now in default.


6. The amount shown on the Statement for Judgment annexed hereto is justly due and owing, no part thereof has been paid except as appears on the statement, and the disbursements sought to be taxed have made in this action.

7. Upon information and belief, defendant is not in the military service of the United States and is not an infant or an incompetent person.

WHEREFORE, your declarant prays that this Court enter the attached Default Judgment against defendant in accordance with the annexed Statement for Judgment.

Dated: New York, New York

December 15 2011


KATHLEEN A. ZEBROWSKI
Assistant United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

UNITED STATES OF AMERICA, :

Plaintiff, :

- v - :

STATEMENT OF JUDGMENT

KIRSTEN MAGWOOD, :

11 CIV 6571 (PKC)

Defendant. :

-----X

Principal amount \$45,364.88

Interest (at the rate of 3.27% per annum on the principal sum
of \$23,308.69, and 2.47% per annum on the principal
sum of \$22,056.19, through December 13, 2011) \$21,686.53

Costs \$ 400.00

U.S. Attorney's Docket Fee \$350.00

Process Server's Fee. \$ 50.00

TOTAL AMOUNT OF JUDGMENT \$67,451.41

COPY

PREET BHARARA
United States Attorney for the
Southern District of New York
By: KATHLEEN A. ZEBROWSKI
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone No.: (212) 637-2710
Fax No.: (212) 637-2717
Kathleen.Zebrowski@usdoj.gov

11 CIV 6571

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
UNITED STATES OF AMERICA,

Plaintiff,

v.

KIRSTEN MAGWOOD,

Defendant.
-----X

SUMMONS

11 Civ.

TO: Kirsten Magwood
133 118th 2nd Floor
New York, NY 10026

You are hereby summoned and required to file with the Clerk of this Court and serve upon Preet Bharara, United States Attorney for the Southern District of New York, plaintiff's attorney whose address is 86 Chambers Street, New York, New York 10007, an answer to the complaint which is herewith served upon you, within 21 days after service of the Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Ex. A

Clerk of the Court

(Seal of the United
States District Court)

By: _____
Deputy Clerk

Dated: _____
(This summons is issued pursuant
to Rule 4 of the Federal Rules of
Civil Procedure)

COPY

PREET BHARARA
United States Attorney for the
Southern District of New York
By: KATHLEEN A. ZEBROWSKI
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone No.: (212) 637-2710
Fax No. : (212) 637-2717
Kathleen.Zebrowski@usdoj.gov

11 CIV 6571

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

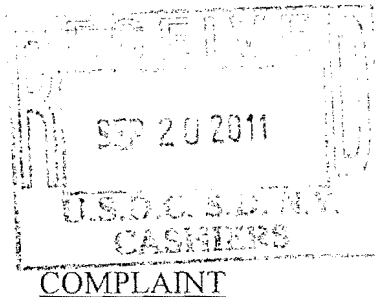
-----x
UNITED STATES OF AMERICA,

Plaintiff,

- v. -

KIRSTEN MAGWOOD,

Defendant.
-----x



11Civ.

Plaintiff United States of America (the "United States"), by and through its attorney, Preet Bharara, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant Kirsten Magwood (the "defendant") resides at 133 118th 2nd Floor, New York, NY, 10026, within the Southern District of New York.
3. Defendant applied for and received a student loan from the lender whose name is set out in the defendant's promissory note(s) evidencing the loan, copies of which are annexed hereto as Exhibit A and incorporated herein.
4. Defendant defaulted on said note(s) and owes the amount said note(s) and interest.

5. The United States is the assignee and present holder of said note(s).

6. The amount due and owing plaintiff by defendant on said note(s) is \$45,364.88, plus interest in the amount of \$21,364.26, as of September 14, 2011, with interest accruing thereafter at the rate of 3.27 percent per annum on the principal balance of \$23,308.69, and 2.47 percent per annum on the principal balance of \$22,056.19. Certificates of Indebtedness from the United States Department of Education are annexed hereto as Exhibit B and incorporated herein.

SECOND CAUSE OF ACTION

7. Plaintiff repeats and realleges the allegations contained in paragraphs numbered one through six.

8. Plaintiff insured the aforementioned note(s) pursuant to Title IV of the Higher Education Act of 1965, Public Law 89-329.

9. The lender made an insurance claim on the United States for the amount of the lender's loss arising from the defendant's default on said note(s), which claim has been paid by the United States to the lender.

10. Plaintiff is entitled to be indemnified by defendant in the amount of \$66,729.14 as of September 14, 2011, with interest accruing thereafter at the rate of 3.27 percent per annum on the principal balance of \$23,308.69, and at the rate of 2.47 percent per annum on the principal balance of \$22,056.19.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$66,729.14 plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

September 19, 2011

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for the Plaintiff


By: 
KATHLEEN A. ZEBROWSKI
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone No.: (212) 637-2710
Fax No.: (212) 637-2717

EXHIBIT A

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

HIGHER EDUCATION SERVICES CORPORATION
1-800-642-6234
PRE-APPROVED LOAN (PAL) 31

Borrower Section

Please print neatly or type. Read the instructions carefully.

1. Last Name MAGWOOD		First Name KIRSTEN		MI F	2. Social Security Number
3. Permanent Street Address (# P.O. Box, see instructions.) 365 WEST 52ND STREET #LF			4. Telephone Number (217) 656-6434		5. Loan Period (Month/Year) From: 09/97 To: 05/98
City NY	State NY	Zip Code 10019	6. Driver's License Number (List state abbreviation first)		
7. Lender Name CITIBANK			8. Lender Code, if known 826-878		9. Date of Birth (Month/Day/Year) 05/06/75

10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.

Name	1. SANDRA MAGWOOD	2. VERBIL J HARRIS
Permanent Address	1415 Beaufort Wood Lane	1430 Newwood Rd
City, State, Zip Code	Silver Spring, MD 20910	Sandy Spring, MD 20860
Area Code/Telephone	(301) 495-8404	(301) 774-1309
Relationship to Borrower	Mother	Uncle

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):
☒ a. Subsidized Federal Stafford ☒ b. Unsubsidized Federal Stafford
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums). My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
\$ 18500.00
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
☒ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
☒ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Continued on the reverse side.

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter, "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED

16. Borrower's Signature Kirsten Magwood Today's Date (Month/Day/Year) 10/31/97

School Section

To be completed by an authorized school official.

17. School Name N.Y. UNIV		23. School Code/Branch 002785	28. Telephone Number (212) 998-4444
18. Street Address 25 WEST 4TH STREET		24. Cost of Attendance \$ 31733.00	29. Recommended Disbursement Date(s) (Month/Day/Year) 1st 08/21/97 2nd 01/07/98
City NEW YORK	State NY	Zip Code 10012	3rd 4th
19. Loan Period (Month/Day/Year) From 09/01/97 to 05/01/98		25. Federal Expected Family Contribution \$ 0.00	30. School Certification (Use box on the reverse side.) Signature of Authorized School Official SIGNATURE ON FILE Print or Type Name and Title Date 09/09/97
20. Grade Level A		26. Estimated Financial Aid \$ 0.00	Check box if electronically transmitted to guarantor: <input type="checkbox"/>
21. Enrollment Status (Check one.) <input type="checkbox"/> Full Time <input checked="" type="checkbox"/> At Least Half Time		27. Unsubsidized Loan Amounts a. Subsidized \$ 8500.00 b. Unsubsidized \$ 10000.00	
22. Anticipated Completion (Graduation) Date (Month/Day/Year) 05/01/98			

Lender Section

To be completed by an authorized lending official.

31. Lender Name CITIBANK		32. Lender Code/Branch 826878	33. Telephone Number ()	34. Lender Use Only
Street Address		35. Amount(s) Approved a. Subsidized \$ 8500.00 b. Unsubsidized \$ 10000.00		
City	State	Zip Code	36. Signature of Authorized Lending Official Print or Type Name, Title, and Date	

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor or Program

HIGHER EDUCATION SERVICES CORPORATION

1-800-642-6234

PRE-APPROVED LOAN (PAL)

33

Borrower Section

Please print neatly or type. Read the instructions carefully.

1. Last Name MAGWOOD		First Name KIRSTEN	MI F	2. Social Security Number _____	
3. Permanent Street Address (If P.O. Box, see instructions.) 200 WATER STREET			4. Telephone Number (217) 656-4434		5. Loan Period (Month/Year) From: 09/98 To: 05/99
City NEW YORK	State NY	Zip Code 10038	6. Driver's License Number (List state abbreviation first) _____		
7. Lender Name CHASE MANHATTAN		City PANAMA CITY, FL	State FL	Zip Code 32401	8. Lender Code, if known 807 807
					9. Date of Birth (Month/Day/Year) 05/06/75
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.					
Name SANDRA MAGWOOD			2. VIRGOL J HOOD		
Permanent Address 1715 LEIGHTONWOOD LN			17730 NORWOOD RD		
City, State, Zip Code SILVER SPRINGS MD 22101			SANDY SPRINGS MD 20860		
Area Code/Telephone (301) 495-8404			(301) 774-3094		
Relationship to Borrower MOTHER			UNCLE		

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):
☒ a. Subsidized Federal Stafford ☒ b. Unsubsidized Federal Stafford
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums):
 My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
\$ 18500.00
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
☒ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
☒ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Continued on the reverse side.

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED.

16. Borrower's Signature

Today's Date (Month/Day/Year)

March 3, 99

School Section

To be completed by an authorized school official.

17. School Name N.Y. UNIV		23. School Code/Branch 002785	28. Telephone Number (212) 998-4444	
18. Street Address 25 WEST 4TH STREET		24. Cost of Attendance \$ 26118.00	29. Recommended Disbursement Date(s) (Month/Day/Year) 1st 08/26/98 2nd 01/06/99	
City NEW YORK	State NY	Zip Code 10012	3rd _____ 4th _____	
19. Loan Period (Month/Day/Year) From 02/09/98 To 05/12/99		25. Federal Expected Family Contribution \$ 0.00	30. School Certification (See box on the reverse side.) Signature of Authorized School Official ELECTRONICALLY CERTIFIED Print of Type Name and Title _____ Date 12/22/98	
20. Grade Level A		26. Estimated Financial Aid \$ 0.00	Check box if electronically transmitted to guarantor: <input type="checkbox"/>	
21. Enrollment Status (Check one.) <input type="checkbox"/> Full Time <input checked="" type="checkbox"/> At Least Half Time		27. Estimated Loan Amounts a. Subsidized \$ 8500.00 b. Unsubsidized \$ 10000.00		
22. Anticipated Completion (Graduation) Date (Month/Day/Year) 05/28/00				

Lender Section

To be completed by an authorized lending official.

31. Lender Name CHASE MANHATTAN		32. Lender Code/Branch 807807	33. Telephone Number (800) 828-0290	34. Lender Use Only
Street Address _____		35. Amount(s) Approved a. Subsidized \$ 8500.00 b. Unsubsidized \$ 10000.00		
City _____	State _____	Zip Code _____	36. Signature of Authorized Lending Official _____ Print of Type Name, Title, and Date _____	

EXHIBIT B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

Kirsten F. Magwood
aka: Kirsten Magwood
200 W 133rd St
New York, NY 10030
Account No. XXXXX4344

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 05/13/11.

On or about 10/31/97, the borrower executed promissory note(s) to secure loan(s) of \$18,500.00 from Citibank. This loan was disbursed for \$8,500.00 & \$10,000.00 on 12/15/97 – 01/07/98, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Higher Education Services Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 09/16/01, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$23,308.69 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 09/10/07, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$23,308.69
Interest:	\$11,628.01
Total debt as of 05/13/11:	\$34,936.70

Interest accrues on the principal shown here at the current rate of 3.27 percent and a daily rate of \$2.09 through June 30, 2011, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/23/11



Loan Analyst
Litigation Support

Peter Le Rouche
Loan Analyst

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

Kirsten F. Magwood
aka: Kirsten Magwood
200 W 133rd St
New York, NY 10030
Account No. XXXXX4344

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 05/13/11.

On or about 03/03/99, the borrower executed promissory note(s) to secure loan(s) of \$18,500.00 from Chase Manhattan Panama City, FL. This loan was disbursed for \$8,500.00 & \$10,000.00 on 03/15/99 – 03/16/99, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Higher Education Services Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 09/10/01, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$22,056.19 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 09/10/07, assigned its right and title to the loan to the Department.

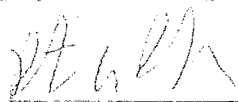
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$22,056.19
Interest:	\$ 9,292.23
 Total debt as of 05/13/11:	 \$31,348.42

Interest accrues on the principal shown here at the current rate of 2.47 percent and a daily rate of \$1.49 through June 30, 2011, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/23/11



Loan Analyst
Litigation Support

Peter La Roche
Loan Analyst

AFFIDAVIT OF SERVICE

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Date Purchased: September 20, 2011

Date Filed: _____

Court Date: _____

ATTORNEY(S): Kathleen A. Zebrowski AUSA: U.S. Attorney's Office - SDNY PH: 212-637-2710

ADDRESS: 86 Chambers Street New York N.Y. 10007 File No.: _____

UNITED STATES OF AMERICA,

vs.

Plaintiff(s)/Petitioner(s)

KIRSTEN MAGWOOD,

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF NASSAU SS.:
 NASSER H. ATRASH, being duly sworn deposes and says: Deponent is not a party herein, is over 18 years
 of age and resides in New York State. On November 23, 2011 at 11:19 AM
 at 133 WEST 118TH STREET 2ND FLOOR, NEW YORK, NY 10026, deponent served the within
Summons and Complaint

with Index Number 11 CIV 6571, and Date Purchased September 20, 2011 endorsed thereon,
 on: **KIRSTEN MAGWOOD**, **Defendant** therein named.

- #1 ☐ INDIVIDUAL By delivering a true copy of each to said recipient personally; deponent knew the person served to be the person described as said person therein.
- #2 ☐ CORPORATION By delivering to and leaving with _____ and that deponent knew the person so served to be Managing Agent of the corporation, and authorized to accept service on behalf of the corporation.
- #3 ☐ SUITABLE AGE PERSON By delivering a true copy of each to _____ a person of suitable age and discretion. Said premises is recipient's [] actual place of business [] dwelling house (usual place of abode) within the state.
- #4 ☒ AFFIXING TO DOOR By affixing a true copy of each to the door of said premises, which is recipient's: [] actual place of business [X] dwelling house (place of abode) within the state.
- #5 ☒ MAIL COPY On November 30, 2011, deponent completed service under the last two sections by depositing a copy of the Summons and Complaint to the above address in a 1st Class postpaid properly addressed envelope marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office in the State of New York. Certified Mail No. _____
- Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, having called thereat on the 5 day of November, 2011 at 10:38 AM
 on the 9 day of November, 2011 at 7:30 AM
 on the 12 day of November, 2011 at 9:48 PM
 on the 14 day of November, 2011 at 1:29 PM
- #6 ☐ NON-SRVC After due search, careful inquiry and diligent attempts, I have been unable to effect process upon the person/entity being served because of the following: [] Unknown at Address [] Evading [] Moved left no forwarding [] Address does not exist [] Other: _____
- #7 ☐ DESCRIPTION A description of the Defendant, or other person served, or spoken to on behalf of the Defendant is as follows:
 Sex _____ Color of skin _____ Color of hair _____ Age _____ Height _____
 (use with #1, 2 or 3) Weight _____ Other Features: _____
- #8 ☐ WIT. FEES the authorized witness fee and / or traveling expenses were paid (tendered) to the recipient.
- #9 ☐ MILITARYSRVC Deponent asked person spoken to whether the defendant was presently in military service of the United States Government or of the State of New York and was informed that defendant was not.
- #10 ☒ OTHER Additional attempts made 11/17/11 @ 7:31 AM and 11/19/11 @ 8:17 AM. Address confirmed with neighbor "Jane Doe" in apt 4.

Sworn to before me on this 1 day of December, 2011

BARBARA A. SHURGIN
 NOTARY PUBLIC, State of New York
 No. 30-5004737, Qualified in Nassau County
 Commission Expires November 23, 2014

STEVEN M. SHURGIN
 NOTARY PUBLIC, State of New York
 No. 01SH6190498, Qualified in Nassau County
 Commission Expires July 28, 2012

STEPHANIE GALLIGAN
 NOTARY PUBLIC, State of New York
 No. 01GA6190672, Qualified in Nassau County
 Commission Expires July 28, 2012

NASSER H. ATRASH
 Server's Lic # 1295969
 Work Order # 140055

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

UNITED STATES OF AMERICA, :

Plaintiff, :

- v - :

CLERK'S CERTIFICATION

KIRSTEN MAGWOOD, :

11 CIV 6571 (PKC)

Defendant. :

-----X

I, Ruby J. Krajick, Clerk of the United States District Court for the Southern District of New York, do hereby certify that the docket entries in the above-captioned case show that the complaint was filed on September 20, 2011; that the defendant was served by affixing a copy to the door of her residence and mailing a copy to her at her residence; and that the summons and the Affidavit of Service were filed in the Clerk's Office on December 9, 2011. I further certify that the docket entries show that defendant has not filed an answer or otherwise moved with respect to the complaint and that the time for defendant to do so has expired. The default of defendant is hereby noted.

Dated: New York, New York

December 15 2011



CLERK